

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

31-CA-317349

Date Filed

05/02/2023

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer		b. Tel. No.
Amazon Logistics, Inc. ("Amazon"), as a single and/or joint employer with Amazon Delivery Service Partner ("DSP") Battle Tested Strategies ("BTS")		206 529 5817
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code)	e. Employer Representative	g. e mail
Amazon DAX8 Facility 600 Technology Drive, Palmdale, CA 93551	(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)@amazon.com
		h. Number of workers employed
		80+
i. Type of Establishment (factory, mine, wholesaler, etc.)	j. Identify principal product or service	
Warehouse	Last Mile Delivery	

The above named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Joint Council 42 and Teamsters Local 396

4a. Address (Street and number, city, state, and ZIP code)		4b. Tel. No.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	see attachment
981 Corporate Center Dr.	880 Oak Park Road	4c. Cell No.
Suite. 200	Suite 200	see attachment
Pomona, CA 91768	Covina, CA 91724	4d. Fax No.
		see attachment
		4e. e mail
		see attachment

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Brotherhood of Teamsters

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.



Julie Gutman Dickinson, Attorney

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Bush Gottlieb, a Law Corporation

801 N Brand Blvd, Suite 950, Glendale, CA 91203

Address

Date 5/2/2023

Tel. No.

818 973 3228

Office, if any, Cell No.

213 200 0260

Fax No.

818 973 3201

e mail

jgd@bushgottlieb.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942 43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Attachment to Charge Against Employer
Filed Against Amazon Logistics, Inc.
Filed May 2, 2023

1.g. Additional Email Addresses for Employer Against Whom Charge is Brought

amzlcompliance@amazon.com; (b) (6), (b) (7)(C)@amazon.com;
(b) (6), (b) (7)(C)@amazon.com

2. Basis of the Charge

- A. Within the past six months, Amazon, through its agents, has violated Sections 8(a)(1) and (3) of the Act by, inter alia:
1. Making and announcing a decision to shut down a portion of its operations in order to avoid unionization and rid itself of its newly unionized workforce, in retaliation for employees engaging in union and other protected concerted union activities, including, *inter alia*, coming together to improve their terms and conditions of employment, and selecting the Teamsters as their exclusive bargaining representative.
 2. Creating more onerous working conditions for employees by increasing the presence of Amazon managers and bringing in security guard(s) to monitor, oversee, and surveil the newly unionized drivers and dispatchers in retaliation for drivers and dispatchers engaging in union and other protected concerted activities.
 3. Creating more onerous working conditions for employees by increasing the enforcement of work rules, such as on-property speed limits, in retaliation for employees choosing the Teamsters as their exclusive bargaining representative and engaging in other protected concerted activities.
 4. Creating more onerous working conditions for employees by increasing the number, frequency, and comprehensiveness of vehicle inspections required before employees can begin their main job duties, in retaliation for employees' union and other protected concerted activities.
 5. Creating more onerous working conditions for employees by increasing the frequency with which trucks are being grounded—thereby preventing those vehicles from being available or causing the newly unionized drivers to wait for issues to be rectified—in retaliation for employees' union and other protected concerted activities.

6. Delaying employees' start time—putting them in danger of not meeting strict performance requirements and/or requiring employees to miss breaks to meet these requirements—by grounding vehicles that would not have been grounded were it not for employees' union and other protected concerted activities.
 7. Delaying employees' start time—putting them in danger of not meeting strict performance requirements and/or requiring employees to miss breaks to meet these requirements—by not having carts ready, having carts out of order or in incorrect locations, or delaying in providing drivers with the packages they need to deliver, in retaliation for employees' union and other protected concerted activities.
- B. In addition, within the past six months, Amazon, through its agents, has violated Sections 8(a)(1) and (5) of the Act by, *inter alia*:
1. Failing and refusing to recognize the Teamsters as the exclusive bargaining representative of the drivers and dispatchers working for Amazon DSP BTS (a joint and/or single employer with Amazon), without providing or having any good faith doubt that the majority of the unit in question had selected the Teamsters as their exclusive bargaining representative.
 2. Failing and refusing to execute a collective bargaining agreement reflecting the terms agreed to by Amazon agent and/or (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).
 3. Failing and refusing to bargain with the Teamsters regarding the terms and conditions of employment for the newly represented drivers and dispatchers.
 4. Failing and refusing to bargain with the Teamsters over the decision and/or the effects of its decision to terminate its contract with Amazon DSP BTS.
 5. Failing and refusing to furnish relevant information requested by the Teamsters as employees' exclusive bargaining representative.
 6. Unilaterally changing employees' terms and conditions of employment by increasing the number of inspectors who inspect vehicles before drivers can begin their work.
- C. Finally, within the past six months, Amazon, through its agents, has violated Section 8(a)(1) of the Act by, *inter alia*:
1. Announcing to and threatening unit employees immediately after they chose to unionize that Amazon was shutting down and ending its contract with Amazon DSP BTS.

2. Threatening employees with job loss because they engaged in protected concerted activities and chose to unionize.
3. Threatening employees that their decision to unionize is futile.
4. Surveilling and/or creating the impression that it is surveilling employees' union and/or protected concerted activities by increasing the presence of Amazon managers and by hiring security guards for the first time at Amazon's facility.
5. Directing non-union employees at its facility not to speak with or engage with the newly unionized drivers and dispatchers.
6. Holding mandatory group and individual captive audience meetings on paid time where employees were forced to listen to anti-union rhetoric and unlawful threats.
7. Soliciting grievances in individual meetings with unit employees.
8. Granting benefits by providing unit employees with snacks and water immediately after employees chose to unionize.
9. Sending the message that union activity is not allowed on its premises by calling the police on a union representative who was not breaking the law and who had a legal right to be at the facility.
10. Hiring new security guards at its facility for the first time, immediately after employees chose to unionize.

Due to the egregious nature of Amazon's conduct, designed to chill all union and protected concerted activities, decimate the union, and undermine and destroy collective bargaining, and due to the imminent threatened shut down and job loss in retaliation for union and other protected concerted activities, the Union requests immediate injunctive relief under Section 10(j) of the Act, including a Temporary Restraining Order to prevent the irreparable harm that will clearly result if Amazon is allowed to move forward with the shutdown and is allowed to eliminate not only the strongest union supporters but the entire unit of newly unionized employees.

4b. Tel. No. for Party Filing Charge

(b) (6), (b) (7)(C): 626 915 3636

(b) (6), (b) (7)(C): 909 877 4760

4c. Cell No. for Party Filing Charge

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

4e. E-Mail for Party Filing Charge

(b) (6), (b) (7)(C) [@teamsters1932.org](mailto:teamsters1932.org)

(b) (6), (b) (7)(C) [@local396.net](mailto:local396.net)